CALIF. CIVIL CODE, § 2605; MASS. REV. LAWS, 1902, chap. 18, § 21; MINN. LAWS 1895, chap. 175, § 52; MONT. CIVIL CODE 1895, § 3472; N. CAR. PUBLIC LAWS 1899, chap. 54, § 42; N. D. REV. CODE 1899, § 4505; S. D. REV. CODE 1903, § 1853; VA. CODE 1904, § 3252. The dissent also points out that the statute should only be held to apply to that class of conditions which relate, usually, to casual risks, and not to apply to those which relate to matters which are of the very essence of the contract—those which must always be considered as controlling in the accepting or continuing of the risk. "So construed it may sensibly be read and applied along with the statute which prescribes a standard form of policy, in which breaches of various conditions do, in terms and at once, make the policy void." See *Excelsior Foundry Co.* v. *Assurance Co.*, 135 Mich. 474; OSTRANDER, FIRE INSURANCE (2nd Ed.) 77.

JUDGMENT—EQUITABLE RELIEF ON GROUND OF PERJURY.—In a former action defendants (Freebury) suing as husband and wife, in an action for the woman plaintiff's personal injury, recovered $12,000, but the damages alleged were only such as she would have been entitled to if suing as unmarried. After the satisfaction of the judgment it was learned that plaintiffs in that suit were not husband and wife. Plaintiff, in this suit, seeks equitable relief against that judgment because of the perjury. *Held*, relief refused. *Robertson et al.* v. *Freebury et al.; (Chicago, M. & P. S. Ry. Co., Intervener.)* (Wash. 1915) 152 Pac. 5.

It is elementary that "A judgment, either of a legal or of a equitable tribunal, may be, in effect, vacated by a court of equity, if it was obtained by fraud." FREEMAN, JUDGMENTS (4th Ed.) § 489; *Young* v. *Tucker*, 39 Iowa, 600. It is generally held that procuring a judgment by perjured testimony is not such fraud as will merit equitable relief. Equity will relieve against a judgment only when the fraud relied upon is entirely extrinsic and collateral to the question examined. *U. S.* v. *Throckmorton*, 98 U. S. 61; *Kretschmer* v. *Ruprecht*, 230 Ill. 492; *Richards* v. *Moran*, 137 Iowa, 220; *Moore* v. *Gulley*, 144 N. Car. 81. "The reason of this rule is that there must be an end of litigation, and when the parties have once submitted a matter, or have the opportunity of submitting it for investigation and determination, and when they have exhausted every means for reviewing such determination in the same proceeding, it must be regarded as final and conclusive unless it can be shown that the jurisdiction of the court has been imposed upon." *Pico* v. *Cohn*, 91 Cal. 129. "If the courts of equity were to assume jurisdiction to vacate judgments at law because of false swearing at the trial, they would, in effect, become courts of review of large per cent of the litigation in trial courts." *Hendrickson* v. *Bradley*, 85 Fed. 508, 517. The rule applies though the false testimony was introduced through the procurement or connivance of the party to be benefited by it, and with knowledge on his part that it was false. *Pico* v. *Corn, supra; Maryland Steel Co.* v. *Marney*, 91 Md. 360. If a witness, on whose testimony the verdict was given, has been convicted of false swearing in the case, in a few instances, courts of equity have taken jurisdiction. *Morrell* v. *Kimball*, 1 Me. 322; *Moore* v. *Gulley*, 144 N. Car 81; *Great Falls Mfg. Co.* v. *Mather*, 5 N. H. 574. See *Keyes* v. *Brackett et al.*,

187 Mass. 306, 3 A. & E. Ann. Cas. 81 and note. Some courts will, however, enjoin the collection of judgments procured by perjury of the plaintiff, when the defendant was not guilty of negligence in not procuring other testimony. *Stowell et al.* v. *Eldred,* 26 Wis. 504. In the principal case the facts, on the basis of which relief is asked, might have been discovered at the trial by a rigid cross-examination, so petitioner has not shown himself entitled to equitable relief under any rule.

LICENSE—REVOCABILITY WHEN LICENSEE HAS GONE TO EXPENSE IN RELIANCE THEREON.—Water flowed to plaintiff's house from a spring on defendant's land through a pipe installed by plaintiff's predecessor in title at his own expense and with the knowledge of the then owner of defendant's land. Plaintiff sought to enjoin defendant from interfering with the flow of the water. *Held,* that a license to take the water could be inferred from the circumstances, and that the license would be irrevocable during the ordinary life of the pipe. *Phillips* v. *Cutler,* (Vt. 1915) 95 Atl. 487.

There is considerable confusion in the law as to the revocability of a license to maintain a burden on the land after the licensee has incurred expense in creating the burden. By what is probably the weight of authority such a license is revocable at the will of the licensor, and the licensee has no remedy at law or in equity. *Collins Co. v. Marcy,* 25 Conn. 239; *Pitzman* v. *Boyce,* 111 Mo. 387; *Lawrence* v. *Springer,* 49 N. J. Eq. 289; *Crosdale* v. *Lannigan,* 129 N. Y. 604; *Nowlin Lumber Co. v. Wilson,* 119 Mich. 406; *Great Falls Water Works Co.* v. *Great Northern Ry. Co.,* 21 Mont. 487; *Thoemke* v. *Fielder,* 91 Wis. 386; *Minneapolis Mill Co. v. Minneapolis, etc. Ry. Co.,* 51 Minn. 304; *Houston* v. *Lafee,* 46 N. H. 505; *Hodgkins* v. *Farrington,* 150 Mass. 19; *Beck* v. *Louisville, etc. Ry.,* 65 Miss. 172; *Carter* v. *Harlan,* 6 Md. 20; *Jackson & Sharp Co.* v. *Philadelphia, etc. Ry.,* 4 Del. Ch. 180. Many courts, however, following the lead of *Rerick* v. *Kern,* 14 Serg. & R. (Pa.) 267, afford the licensee relief on equitable grounds. Some of these cases proceed on the theory that the licensor is estopped to revoke the license, *Clark* v. *Glidden,* 60 Vt. 702; others find a parol contract for the right to maintain the burden and, considering the incurring of expense as part performance, decree specific performance, *Gilmore* v. *Armstrong,* 48 Neb. 92; and a few consider the licensor a trustee *ex maleficio, Flickinger* v. *Shaw,* 87 Cal. 126. The conception underlying this line of authorities is that it would be a fraud upon the licensee to allow the licensor to revoke. *Ferguson* v. *Spencer,* 127 Ind. 66; *Wynn* v. *Garland,* 19 Ark. 23; *Metcalf* v. *Hart,* 3 Wyo. 513; *Curtis* v. *Hydraulic Co.,* 20 Or. 34; *Cook* v. *Pridgen,* 45 Ga. 331. Some cases go so far as to give this relief when the action is at law. *Rhodes* v. *Otis,* 33 Ala. 578; *Wilson* v. *Chalfant,* 15 Ohio 248. The result of this rule is to transfer an interest in land without an instrument in writing in contravention of the Statute of Frauds. *Crosdale* v. *Lannigan, supra,* at 609; *Desloge* v. *Pearce,* 38 Mo. 588 at 599; *St. Louis Nat. Stock Yards* v. *Wiggins Ferry Co.,* 112 Ill. 384. It would seem that none of the equitable doctrines is applicable to the facts of the principal case. That element of fraud necessary to found an estoppel or raise a trust